# SELF-INSURING EMPLOYERS EVALUATION BOARD

**IN THE MATTER OF: AMERITECH CORPORATION (EMPLOYER); RISK NO. 20005184-0**
**AND**
**[redacted] (INJURED WORKER); CLAIM NO. [redacted]**
**COMPLAINT NO. 14968**

[redacted]

Schiavoni, Schiavoni, Bush & Muldowney
ATTN: Shawn Muldowney, Esq.
87 Westchester Drive
Youngstown, Ohio 44515

Ameritech Corporation
ATTN: Workers' Comp Admin
175 E. Houston St. 7-R-5
San Antonio, Texas 78205

Porter, Wright, Morris & Arthur
ATTN: Lisa Reid, Esq.
925 Euclid Avenue, Suite 1700
Cleveland, Ohio 44115-1483

Dear Injured Worker, Employer and Representatives:

This letter is in response to the injured worker's appeal, dated April 28, 2006, to BWC's finding of an invalid complaint in the above-referenced claim. The complaint alleged that temporary total disability compensation was delayed and paid at the incorrect rate. Upon further review and discussion, the Self-Insuring Employers Evaluation Board denies the injured worker's appeal and upholds BWC's finding, and hereby dismisses the complaint.

The complaint was set forth in correspondence attached to a complaint form faxed to BWC on December 20, 2005. The attachments concerned the payment of temporary total disability compensation at an incorrect rate for the period of July 21, 2003 through August 17, 2003. A Staff Hearing Officer order from a hearing held on March 15, 2004 ordered payment of temporary total disability compensation for the referenced period, "less any sickness and accident benefits paid over this period." After further review, it appears the complaint was directed at the combined amounts paid for sick leave and temporary total disability compensation.

Specifically, the complaint indicated that under the employer's regulations, the injured worker was entitled to his full weekly rate of pay for a period of temporary total disability compensation from July 21, 2003 through August 17, 2003. The complaint states that although the injured worker was owed $4,959.00 for the period, he was only paid $3,547.00. Information provided by the employer indicates that the injured worker was initially paid $3,547.00 for the period. Additionally, the employer indicated that the injured worker was issued two subsequent checks to cover the remainder of the amount owed: a check dated August 25, 2003, in the amount of $1,289.50 and another check, dated February 27, 2004, in the amount of $642.00. These two additional checks bring the total payment to the injured worker for the period in question to $5,479.00.

These records indicate that the total amount the employer paid the injured worker exceeds what the injured worker would have been entitled to under his weekly rate of pay of $1,102 for the weeks at issue. More importantly, it is clear the injured worker timely received an amount that exceeded the maximum amount he could have been paid in temporary total compensation for which he was eligible, $644 per week. This Board has no jurisdiction over any other amounts the employer may be contractually or otherwise obligated to pay.

The injured worker's basis for further appeal is unclear. The injured worker timely received an amount that exceeded the amount of temporary total compensation for which he was eligible. For this reason, the Self-Insuring Employers Evaluation Board denies the injured worker's appeal and upholds BWC's decision. The complaint is hereby dismissed.

**SELF-INSURING EMPLOYERS EVALUATION BOARD**

Kevin R. Abrams, Chairman

James Sharpe, Member

Wesley Wells, Member

**DATE MAILED:** 1st **DAY OF** September**, 2006**